

CONFIRMATION LETTER

April 28, 1998

MARIO STAVALE
BOEING REALTY CORP
19503 NORMANDIE AVE
Torrance, CA 90502-1109

Re: Confirmation Number 4907685

Attention: MARIO STAVALE

We are pleased to confirm CWM's approval of your waste material as described below. The attached profile for the waste materials was prepared by CWM based upon information provided by you. It is important that no changes be made to the profile without CWM's consent. If the profile meets with your approval, please call 1- 800-222-2964 to schedule shipment of your waste materials.

<u>CWM Profile Number:</u>	CD8311 KHF
<u>Approved Mgmt. Facility:</u>	KETTLEMAN HILLS FACILITY
<u>Waste Name:</u>	CONTAMINATED SOIL
<u>Disposal Method:</u>	SECURE LANDFILL
<u>Pricing Conditions:</u>	Secure Landfill
<u>Disposal Price:</u>	Drums: \$90.00/Drum **Special Pricing effective 4/13/98 Bulk: \$31.00/Ton Add 10% Kings County Tax Add B.O.E. Tax
<u>Transportation Price:</u>	**If CWM Arranges Transportation: *Trips less than 400 miles (one way) Drums: 1-10 Drums \$33.00/Drum 11-40 Drums \$28.00/Drum 41 + Drums To be quoted at truck load rates. Stop time for 1-10 drums should not exceed 30 minutes. For pick ups of > 10 drums stop time should not exceed 60 minutes. The transportation charge for overpacks will be \$50.00 per drum. Bulk: \$67.00/Hour End Dump Trucks

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\$72.00/Hour Flat Bed Trucks & Roll-Off Trucks

**Container Drop Off Fee: Current Transportation
Rate Less 2 Hours**

Container Rental: \$225.00 month/flat fee

Liners: \$60.00/liner

*** Trips in Excess of 400 miles (one way)**

Drums and/or Bulk:

**\$3.70 per loaded mile for End Dump Trucks, Roll-
Off Trucks, Flat Bed Trucks, or Vans.**

**Per diems (\$75.00/night) for trips requiring 15
hours work in a 24 hour period or > 10 hours
driving time in a 24 hour period.**

Demurrage:

\$70.00/Hour after the first hour

Additional Fees:

Jumbo Bags & Boxes 1.5 x Bulk Price Above

Pallets 4 x Drum Price Above

Containers > 55 Gallons 1.5 x Drum Price Above

Incidental Liquid in Bulk Solid Loads \$800.00/Load

Incidental Liquid in Drums \$220.00/Drum

Leaking Bulk Loads/Drums \$200.00/Load or Drum

**Non-ring top containers solids requiring treatment
\$25.00/drum.**

**If overpacks are required they will be provided
for an additional charge of \$130.00/drum.**

**Truck washouts will be billed at \$0.90 per gallon
with a \$250.00 minimum.**

Waste Approval Fees:

**Recertification No Charge
No Charge**

Profile Expiration Date:

4/08/00

Special Conditions:

NO FREE LIQUIDS.

**DRUMS CONTAINING SOLIDS FOR DIRECT LANDFILL MUST
BE AT LEAST 90% FULL.**

NO RCRA WASTE MAY BE SHIPPED ON THIS PROFILE.

SORBENTS MUST BE CLAY BASED AND NON-BIODEGRADABLE.


Applicable state and local taxes are not included in these disposal prices. All wastes are priced as profiled, invoiced as actually received. Invoices shall be paid no later than thirty (30) days from the date of receipt. All terms are governed by the Agreement previously executed between our companies. The prices quoted above are subject to change by CWM upon thirty (30) days' prior written notice to you unless otherwise specifically provided or per the terms of our Agreement. If we have not previously concluded a Service Agreement with your company, one is

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enclosed for your convenience. Please sign and return it to us as soon as possible. Also, if 'Signature on File' does not appear on the signature line of the Waste Profile Sheet, please sign and return it before scheduling your material.

If you have any questions or would like to make changes to the profile, please contact your representative.
Thank you for this opportunity to be of service.



Lee Shelby/Finance Manager

MARIO STAVALE
BOEING REALTY CORP

Chemical Waste Management, Inc

CONFIRMATION LETTER BANNER PAGE

No Service Agreement in place for this business # 1411256
Site: KHF Profile: CD8311

Date Printed 04/28/98

Chemical Waste Management, Inc.

GENERATOR'S WASTE PROFILE SHEET

Profile #
KHF CD8311() Check here if this is a Recertification LOCATION OF ORIGINAL KETTLEMAN HILLS FACILITY

GENERAL INFORMATION

1. Generator Name: BOEING REALTY CORPGenerator USEPA ID: CAD0865100052. Generator Address: 19503 NORMANDIE AVEBilling Address:
(X) SameMailing &
4060 Lakewood Blvd., 6th Floor
Long Beach, California 90808TORRANCE CA 90502-1109

3. Technical

Contact/Phone: MARIO STAVALE 562/627-3014

4. Alternate

Contact/Phone: Billing Contact/Phone: MARIO STAVALE 562/627-3014

PROPERTIES AND COMPOSITION

5. Process Generating Waste: SITE CLEAN UP ACTIVITIES6. Waste Name: CONTAMINATED SOIL

7A. Is this a USEPA hazardous waste (40 CFR Part 261)? Yes () No (X)

B. Identify ALL USEPA listed and characteristic waste code numbers (D,F,K,P,U):

State Waste Codes: 6118. Physical State @ 70F: A. Solid (X) Liquid () Both () Gas () B. Single Layer (X) Multilayer () C. Free liq. range 0 to 0%9A. pH: Range or Not applicable (X) B. Strong Odor (); describe

10. Liquid Flash Point: < 73F () 73-99F () 100-139F () 140-199F () >= 200F () N.A. (X) Closed Cup (X) Open Cup ()

11. CHEMICAL COMPOSITION: List ALL constituents (incl. halogenated organics) present in any concentration and forward analysis
Constituents Range Unit DescriptionSOIL 90 to 95 %ROCK 0 to 5 %CONCRETE 0 to 5 %METALS-LEAD & CHROMIUM (TCLP<5 PPM) < 0 to 1 %SEE ATTACHED ANALYTICAL toTOTAL COMPOSITION (MUST EQUAL OR EXCEED 100%): 106.00000012. OTHER: PCBs if yes, concentration ppm, PCBs regulated by 40 CFR 761 (). Pyrophoric () Explosive ()
Radioactive () Benzene if yes, concentration ppm. NESHAP (N) Shock Sensitive () Oxidizer ()
Carcinogen () Infectious () Other 13. If waste subject to the land ban & meets treatment standards, check here: & supply analytical results where applicable.

SHIPPING INFORMATION

14. PACKAGING: Bulk Solid () Bulk Liquid () Drum (X) Type/Size: DRUMS Other 15. ANTICIPATED ANNUAL VOLUME: 4 Units: DRUMS Shipping Frequency: ONE TIME

SAMPLING INFORMATION

Sample Tracking Number: 490768516a. Sample source (drum, lagoon, pond, tank, vat, etc.): Date Sampled: Sampler's Name/Company: 16b. Generator's Agent Supervising Sampling: 17. (X) No sample required (See instructions.)

GENERATOR'S CERTIFICATION

I hereby certify that all information submitted in this and all attached documents contains true and accurate descriptions of this waste. Any sample submitted is representative as defined in 40 CFR 261 - Appendix I or by using an equivalent method. All relevant information regarding known or suspected hazards in the possession of the generator has been disclosed. I authorize CWM to obtain a sample from any waste shipment for purposes of recertification.

Signature on original profile CD8311

MARIO STAVALE

PROJECT MANAGER

12/09/97

Signature

Name and Title

Date

BOE-C6-0063791

18. This is a Nonwastewater.

19. If this waste is subject to any California list restrictions enter the letter from below (either A, B.1 or B.2) next to each restriction that is applicable:

___ HOCs, ___ PCBs, ___ Acid, ___ Metals, ___ Cyanides

20. Identify ALL Characteristic and Listed USEPA hazardous waste numbers that apply (as defined by 40 CFR 261). For each waste number, identify the subcategory (as applicable, check none, or write in the description from 40 CFR 268.41, 268.42, and 268.43).

REF #	A. US EPA HAZARDOUS WASTE CODE(S)	B. SUBCATEGORY Enter the subcategory description. If not applicable, simply check none		C. APPLICABLE TREATMENT STANDARDS			D. HOW MUST THE WASTE BE MANAGED? Enter letter from below
				PERFORMANCE- BASED: Check as applicable	SPECIFIED TECHNOLOGY: If applicable enter the 40 CFR 268.42 table 1 treatment code(s)	268.42	
		DESCRIPTION	NONE	268.41(a)	268.43(a)		
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Management under the land disposal restrictions:

A. RESTRICTED WASTE REQUIRES TREATMENT

B.1 RESTRICTED WASTE TREATED TO PERFORMANCE STANDARDS

B.2 RESTRICTED WASTES FOR WHICH THE TREATMENT STANDARD IS EXPRESSED AS A SPECIFIED TECHNOLOGY (AND THE WASTE HAS BEEN TREATED BY THAT TECHNOLOGY)

B.3 GOOD FAITH ANALYTICAL CERTIFICATION FOR INCINERATED ORGANICS

C. RESTRICTED WASTE SUBJECT TO A VARIANCE

D. RESTRICTED WASTE CAN BE LAND DISPOSED WITHOUT FURTHER TREATMENT

E. NOT CURRENTLY SUBJECT TO LAND DISPOSAL RESTRICTIONS

21. Is this waste a soil or debris? No: ☒ Yes, Soil: ___ Yes, Debris: ___

22. Specific Gravity Range: ___ to ___

23. Indicate the range of each: Units

Cyanides: ___ None ___ to ___ Type (free, total, amenable, etc.) ___

Cyanides: ___ None ___ to ___ Type (free, total, amenable, etc.) ___

Sulfides: ___ None ___ to ___ Type ___

Optional
Phenolics: ___ None ___ to ___24. Identify the waste color VARIES _____, DOT physical state Solid _____,
and physical appearance SOLID _____

25. COMPLETE ONLY FOR WASTES INTENDED FOR FUELS OR INCINERATION	26. RECLAMATION, FUELS or INCINERATION PARAMETERS (Provide if information is available)
TOTAL	RANGE
Beryllium as Be _____ ppm	A. Heat Value (Btu/lb): _____ - _____
Potassium as K _____ ppm	B. Water: _____
Sodium as Na _____ ppm	C. Viscosity (cps): _____ @ _____ F _ 100 F _ 150 F
Bromine as Br _____ %	D. Ash: _____ %
Chlorine as Cl _____ %	E. Settleable solids: _____ %
Fluorine as F _____ %	F. Vapor Pressure @ STP (mm/Hg): _____
Sulfur as S _____ %	G. Is this waste a pumpable liquid? Yes _ No _
	H. Can this waste be heated to improve flow? Yes _ No _
	I. Is this waste soluble in water? Yes _ No _
	J. Particle size: Will the solid portion of this waste pass through a 1/8 inch screen? Yes _ No _

27. TRANSPORTATION INFORMATION

A. Is this a DOT Hazardous Material? Yes _ No XB. Proper Shipping Name. : NON RCRA HAZARDOUS WASTE SOLIDand Additional Description if required: (SOIL CONTAMINATED WITH LEAD AND CHROMIUM)C. DOT Regulations: _____ Hazard Class: 00 Non-Regulated Mat. I.D. _____ Packing Group: _____

D. CERCLA Reportable Quantity (RQ) and units (Lb, Kg): _____

E. Non-Bulk code _____ Bulk code _____

F. Special Provisions _____

G. Labels Required _____

28. SPECIAL HANDLING INFORMATION

_ Material Safety Data Sheets Attached

29. OTHER INFORMATION

GENERATOR SUBMITTED ANALYTICAL AND LETTER ATTACHED.

30. CHEMICAL WASTE MANAGEMENT CERTIFICATION

Chemical Waste Management, Inc. has all the necessary permits and licenses for the waste that has been characterized and identified by this approved profile.

31. OTHER HAZARDOUS CONSTITUENTS Indicate if the waste contains any of the following.

METALS	TCLP Information: Check only ONE for each constituent Use units: ppm, mg/l				TCLP Data TCLP Actual	TCA or TOTAL Use units: ppm, mg/l, mg/kg or percent			
	Less Than	TC Regulated Level	Equal or More	Waste No.		California List			Actual
						Less Than	Regulated Level	Equal or More	
Arsenic as As	X	5.0 mg/l		D004			500 mg/l		
Barium as Ba	X	100.0 mg/l		D005					
Cadmium as Cd	X	1.0 mg/l		D006			100 mg/l		
Chromium tot Cr	X	5.0 mg/l		D007					
Lead as Pb	X	5.0 mg/l		D008			500 mg/l		
Mercury as Hg	X	.2 mg/l		D009			20 mg/l		
Selenium as Se	X	1.0 mg/l		D010			100 mg/l		
Silver as Ag	X	5.0 mg/l		D011					
Nickel as Ni							134 mg/l		
Thallium as Tl							130 mg/l		
Chromium Hex							500 mg/l		
Antimony									
Beryllium									
Copper									
Vanadium									
Zinc									

32. OTHER HAZARDOUS CONSTITUENTS Indicate if the waste contains any of the following.

ORGANICS	TCLP Information: Check only ONE for each constituent				TCLP Data	TCA or TOTAL Use units: ppm, mg/l or %
	Less Than	Regulated Level	Equal or More	Waste No.	TCLP Analytical Test Results Use units: ppm or mg/l	
Benzene	X	0.5 mg/l		D018		
Carbon Tetrachloride	X	0.5 mg/l		D019		
Chlordane	X	0.03 mg/l		D020		
Chlorobenzene	X	100.0 mg/l		D021		
Chloroform	X	6.0 mg/l		D022		
m-Cresol	X	200 mg/l		D024		
o-Cresol	X	200.0 mg/l		D023		
p-Cresol	X	200.0 mg/l		D025		
Cresol	X	200.0 mg/l		D026		
2,4-D	X	10.0 mg/l		D016		
1,4 Dichlorobenzene	X	7.5 mg/l		D027		
1,2-Dichloroethane	X	0.5 mg/l		D028		
1,1-Dichloroethylene	X	0.7 mg/l		D029		
2,4-Dinitrotoluene	X	0.13 mg/l		D030		
Endrin	X	.02 mg/l		D012		
Heptachlor, & Hydroxide	X	0.008 mg/l		D031		
Hexachloro-1,3 Butadiene	X	0.5 mg/l		D033		
Hexachlorobenzene	X	0.13 mg/l		D032		
Hexachloroethane	X	3.0 mg/l		D034		
Lindane	X	0.4 mg/l		D013		
Methoxychlor	X	10.0 mg/l		D014		
Methyl Ethyl Ketone	X	200.0 mg/l		D035		
Nitrobenzene	X	2.0 mg/l		D036		
Pentachlorophenol	X	100.0 mg/l		D037		
Pyridine	X	5.0 mg/l		D038		
Tetrachloroethylene	X	0.7 mg/l		D039		
Toxaphene	X	0.5 mg/l		D015		
2,4,5-TP Silvex	X	1.0 mg/l		D017		
Trichloroethylene	X	0.5 mg/l		D040		
2,4,5-Trichlorophenol	X	400.0 mg/l		D041		
2,4,6-Trichlorophenol	X	2.0 mg/l		D042		
Vinyl Chloride	X	0.2 mg/l		D043		

Generator Name: BOEING REALTY CORP Manifest Doc. No.: _____Profile Number: CD8311 State Manifest No.: _____

1. Is this waste a non-wastewater or wastewater? (See 40 CFR 268.2) Check ONE: Nonwastewater ☒ Wastewater ☐
2. If this waste is subject to any California List restrictions enter the letter from below (either A, B.1, or B.2) next to each restriction that is applicable:
____ HOCs, ____ PCBs, ____ Acid, ____ Metals, ____ Cyanides
3. Identify ALL USEPA hazardous waste codes that apply to this waste shipment, as defined by 40 CFR 261. For each waste code, identify the corresponding subcategory, or check NONE if the waste code has no subcategory. Spent solvent and California List treatment standards are listed on the following page. If F039, multi-source leachate applies those constituents must be listed and attached by the generator. If D001, D002, D003 or D012-D043 requires treatment of the characteristic and meet 268.48 standards, then the underlying hazardous constituent(s) present in the waste must be listed and attached.

REF #	4. US EPA HAZARDOUS WASTE CODE(S)	5. SUBCATEGORY ENTER THE SUBCATEGORY DESCRIPTION. IF NOT APPLICABLE, SIMPLY CHECK NONE		6. HOW MUST THE WASTE BE MANAGED? ENTER LETTER FROM BELOW
		DESCRIPTION	NONE	
1				
2				
3				

To identify F039 or D001, D002, D003 and D012-D043, underlying hazardous constituent(s), use the "F039/Underlying Hazardous Constituent Form" provided (CWM-2004) and check here: _____
If no UHCs are present in the waste upon its initial generation check here: ☒
To list additional USEPA waste code(s) and subcategory(ies), use the supplemental sheet provided (CWM-2005-B) and check here: _____

HOW MUST THE WASTE BE MANAGED? In column 6 above, enter the letter (A, B1, B2, B3, B4, C, D or E) below that describes how the waste must be managed to comply with the land disposal regulations (40 CFR 268.7). Please understand that if you enter the letter B1, B2, B3, B4 or D, you are making the appropriate certification as provided below. (States authorized by EPA to manage the LDR program may have regulatory citations different from the 40 CFR citations listed below. Where these regulatory citations differ, your certification will be deemed to refer to those state citations instead of the 40 CFR citations.)

A. RESTRICTED WASTE REQUIRES TREATMENT

This waste must be treated to the applicable treatment standards set forth in 40 CFR Part 268 Subpart D, 268.32, or RCRA Section 3004(d).

For Hazardous Debris: "This hazardous debris is subject to the alternative treatment standards of 40 CFR Part 268.45."

B.1 RESTRICTED WASTE TREATED TO PERFORMANCE STANDARDS

"I certify under penalty of law that I have personally examined and am familiar with the treatment technology and operation of the treatment process used to support this certification and that, based upon my inquiry of those individuals immediately responsible for obtaining this information, I believe that the treatment process has been operated and maintained properly so as to comply with the performance levels specified in 40 CFR part 268 Subpart D and all applicable prohibitions set forth in 40 CFR 268.32 or RCRA Section 3004(d) without impermissible dilution of the prohibited waste. I am aware that there are significant penalties for submitting a false certification, including the possibility of fine and imprisonment."

B.2 RESTRICTED WASTES FOR WHICH THE TREATMENT STANDARD IS EXPRESSED AS A SPECIFIED TECHNOLOGY (AND THE WASTE HAS BEEN TREATED BY THAT TECHNOLOGY)

"I certify under penalty of the law that the waste has been treated in accordance with the requirements of 40 CFR 268.42. I am aware that there are significant penalties for submitting a false certification, including the possibility of fine and imprisonment."

B.3 GOOD FAITH ANALYTICAL CERTIFICATION FOR INCINERATED ORGANICS

"I certify under penalty of law that I have personally examined and am familiar with the treatment technology and operation of the treatment process used to support this certification and that, based upon my inquiry of those individuals immediately responsible for obtaining this information, I believe that the nonwastewater organic constituents have been treated by incineration in units operated in accordance with 40 CFR Part 264 Subpart O or Part 265 Subpart O, or by combustion in fuel substitution units operating in accordance with applicable technical requirements, and I have been unable to detect the nonwastewater organic constituents despite having used best good faith efforts to analyze for such constituents. I am aware that there are significant penalties for submitting a false certification, including the possibility of fine and imprisonment."

B.4 DECHARACTERIZED WASTE REQUIRES TREATMENT FOR UNDERLYING HAZARDOUS CONSTITUENTS

"I certify under penalty of law that the waste has been treated in accordance with the requirements of 40 CFR 268.40 to remove the hazardous characteristic. This decharacterized waste contains underlying hazardous constituents that require further treatment to meet universal treatment standards. I am aware that there are significant penalties for submitting a false certification, including the possibility of fine and imprisonment."

C. RESTRICTED WASTE SUBJECT TO A VARIANCE

This waste is subject to a national capacity variance, a treatability variance, or a case-by-case extension. Enter the effective date of prohibition in column 6 above.

For Hazardous Debris: "This hazardous debris is subject to the alternative treatment standards of 40 CFR Part 268.45."

D. RESTRICTED WASTE CAN BE LAND DISPOSED WITHOUT FURTHER TREATMENT

"I have determined that this waste meets all applicable treatment standards set forth in 40 CFR Part 268 Subpart D, and all applicable prohibition levels set forth in Section 268.32 or RCRA Section 3004(d), and therefore, can be land disposed without further treatment. A copy of all applicable treatment standards and specified treatment methods is maintained at the treatment, storage and disposal facility named above." "I certify under penalty of law that I personally have examined and am familiar with the waste through analysis and testing or through knowledge of the waste to support this certification that the waste complies with the treatment standards specified in 40 CFR Part 268 Subpart D and all applicable prohibitions set forth on 40 CFR 268.32 or RCRA section 3004(d). I believe that the information I submitted is true, accurate and complete. I am aware that there are significant penalties for submitting false certifications, including the possibility of a fine and imprisonment."

E. WASTE IS NOT CURRENTLY SUBJECT TO PART 268 RESTRICTIONS

This waste is a newly identified waste that is not currently subject to any 40 CFR Part 268 restrictions.

I hereby certify that all information submitted in this and all associated documents is complete and accurate, to the best of my knowledge and information.

Signature _____ Title _____ Date _____
1990 Chemical Waste Management, Inc. - 05/96 - Form CWM-2005-A

SOLVENT AND CALIFORNIA LIST TREATMENT STANDARDS

If the waste identified on the first page of this form is described by any of the following USEPA hazardous waste codes: F001, F002, F003, F004, F005, and all solvent constituents will not be monitored by the treater, and/or this hazardous waste is subject to any prohibitions identified as California List restrictions (40 CFR 268.32 and/or RCRA Section 3004(d)), then each constituent MUST be identified below by checking the appropriate box, and this page must accompany the shipment, along with the previous page of this form. If the waste code F039 describes this waste, then the corresponding list of constituents must be attached. If D001, D002, D003 or D012-D043 require treatment to 268.48 standards, then the underlying hazardous constituent(s) must also be attached.

SOLVENT WASTE TREATMENT STANDARDS

F001 through F005 spent solvent constituents and their associated USEPA hazardous waste code(s).	1 Treatment Standard		F001 through F005 spent solvent constituents and their associated USEPA hazardous waste code(s).	1 Treatment Standard	
	Wastewaters	Nonwastewaters		Wastewaters	Nonwastewaters

1

All spent solvent treatment standards are measured through a total waste analysis (TCA), unless otherwise noted. Wastewater units are mg/l, nonwastewater are mg/kg.

CALIFORNIA LIST TREATMENT STANDARDS--40CFR 268.32,40 CFR 268.42 and RCRA Section 3004(d) A waste must first be designated as a US EPA Hazardous waste before the waste can be subject to the California List restrictions.		
Restricted waste description	Prohibition	Treatment Standard
Liquid* or nonliquid wastes containing Halogenated Organic Compounds listed in 40 CFR 268, Appendix III	Liquid* wastes: Greater than or equal to 1.000 mg/l Nonliquid wastes: Greater than or equal to 1.000 mg/kg	40 CFR 268.42(a)(2) - INCIN or FSUBS
Liquid* wastes containing Poly Chlorinated Biphenyls (PCBs)	Greater than or equal to 50 ppm	40CFR 268.42(a)(1) - INCIN or FSUBS Also see 40 CFR 761.60 and .70
Liquid* wastes containing Metals Note: Hazardous wastes containing As, Cd, Cr, Hg, Pb, or Se must be evaluated if not characteristically hazardous for that metal	One or more of the following metals (or elements) at concentrations greater than or equal to the following: Nickel and/or compounds as Ni: 134mg/l Thalium and/or compounds as Th: 130mg/l	RCRA Section 3004(d)

* - For the definition "liquid" refer to Method 9095, the Paint Filter Liquids Test from EPA manual SW-846

SUBCATEGORY REFERENCE

D001:

- A. Ignitable characteristic wastes, except for the 40 CFR 261.21(a)(1) High TOC subcategory, that are managed in non-CWA/non-CWA equivalent/non-Class I SDWA systems.
- B. Ignitable characteristic wastes, except for the 40 CFR 261.21(a)(1) High TOC subcategory, that are managed in CWA/CWA-equivalent or Class I SDWA systems.
- C. High TOC Ignitable characteristic liquids subcategory based on 40 CFR 261.21(a)(1) - Greater than or equal to 10% total organic carbon.

D002:

- D. Corrosive characteristic wastes that are managed in non-CWA/non-CWA-equivalent/non-Class I SDWA systems.
- E. Corrosive characteristic wastes that are managed in CWA, CWA-equivalent, or Class I SWDA systems.

CONFIRMATION LETTER BANNER PAGE

No Service Agreement in place for this business # 1411256
Site: KHF Profile: CD8311

CHEMICAL WASTE MANAGEMENT

35251 Old Skyline Road
Kettleman City CA 93239
209/386-9711

CD8311

ENVIRONMENTAL SERVICE AGREEMENT

CUSTOMER BILLING ADDRESS	CUSTOMER CONTRACTING ADDRESS <i>(if different from Billing Address)</i>	CUSTOMER SERVICE LOCATION <i>(if different from Billing Address)</i>
Mario Stavale Boeing Realty Corp. 19503 Normandie Ave. Torrance, CA 90502-1109 Contact Phone: 562/627-3014	 Contact Phone:	 Contact Phone:
CWM Customer Service: 1-888-543-9647	CWM Contact: Lee Shelby, Finance Manager	

NOTICE: I HAVE READ THE ENTIRE AGREEMENT AND ACCEPT THE AGREEMENT IN ITS ENTIRETY, INCLUDING TERMS AND CONDITIONS PRINTED HEREUNDER AND ON THE REVERSE SIDE, AND I HAVE RECEIVED A TRUE COPY THEREOF.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives.

Customer	Chemical Waste Management
By: _____ <i>Authorized Signatory</i>	By: _____ <i>Authorized Signatory</i>
Name: _____	Name: <u>Lee Shelby</u>
Title: _____	Title: <u>Finance Manager</u>
Date: _____	Date: <u>4-29-88</u>

TERMS AND CONDITIONS

This Service Agreement consisting of the terms and conditions set forth below, the Additional Definitions, Terms and conditions set forth on the reverse side hereof, the Profile Sheet and such supplemental contract documents as are described herein (all of the foregoing being collectively referred to as the "Agreement"), is made as of the date shown above by and between the customer named above ("Customer") and Chemical Waste Management. ("Company").

1. ORDERING SERVICES

a. Customer may from time to time provide CWM with a proposal solicitation, purchase order or other equivalent document requesting particular Service which Customer wishes CWM to perform. Customer shall in any event provide CWM with a Profile Sheet describing all waste materials with respect to which Services will be performed and, when required by CWM, a representative sample of such waste material.

b. Upon CWM's agreement to perform the particular Services requested by Customer, CWM shall issue to Customer a supplemental contract document in the form of a confirmation describing the scope of the particular Services to be performed by CWM and containing all other terms applicable to CWM's engagement to perform the Services. By (a) shipping its waste materials to CWM in the manner specified in or pursuant to such confirmation; or (b) issuing a notice to proceed to CWM; or (c) authorizing CWM to perform the Services in such other manner as may be agreed by the parties, Customer shall be deemed to have accepted the terms of such confirmation. In no event shall CWM have an obligation to perform particular Services hereunder until the waste materials are accepted by CWM at a Facility. In the event of changes in the scope of Services to be performed, the parties agree to execute a change order reflecting such changes.

2. COMPOSITION OF WASTE In the event Customer's waste materials do not conform to the descriptions and specifications stated in the corresponding Profile Sheet, CWM and Customer shall, in good faith, attempt to amend the Profile Sheet and any other pertinent documents and/or correct any improper containerization, marking or labeling to enable CWM to accept such non-conforming waste materials at a Facility. If the parties cannot, within a reasonable time after CWM notifies Customer the waste materials are non-conforming, resolve the same as set forth above, Customer shall make prompt arrangements for the removal of such non-conforming waste materials from the

Facility at which they are located to another lawful place of disposition. Customer agrees to pay CWM its reasonable expenses and charges incurred with respect to Customer's non-conforming waste materials.

3. PRICING For Services performed hereunder, Customer shall pay CWM the fee specified in the confirmation to be furnished by CWM to Customer. CWM may at any time, upon not less than 30 days' written notice to Customer increase or decrease any such fee. If waste materials to which such changed fee applies are delivered to CWM, or if Services is performed by CWM, more than 30 days after Customer's receipt of notice of such change, Customer shall be deemed to have accepted such changed fee and the supplemental contract document(s) relating to such Services shall be deemed to have been amended accordingly.

4. PAYMENT Payment terms shall be net thirty days from invoice. Customer agrees to pay all taxes, tariffs, fees, surcharges or other charges at any time levied upon or payable with respect to CWM's performance of Services or Customer's waste material. Customer shall reimburse CWM for such taxes, tariffs, fees, surcharges or other charges upon CWM's submission of an invoice stating that the same have been levied or paid. In the event that CWM is required to undertake collection procedures or legal action for collection of past due payment, CWM shall be entitled to recover interest at 1-1/4% per month, collection and court costs, and reasonable attorneys' fees.

ADDITIONAL DEFINITIONS, TERMS AND CONDITIONS

5. DEFINITIONS The following terms used in this Agreement shall have the meanings set forth below:

a. "Facility" means a storage, treatment and/or disposal facility owned, operated or approved by CWM, and which is permitted to accept waste materials under applicable laws and regulations.

b. "Profile Sheet" means a standard CWM Generator's Waste Profile Sheet executed by Customer or Generator (as defined in 40 CFR 260.10).

c. "Services" means analytical, collection, management, treatment, remediation, transportation, disposal and recycling services and such other services which CWM may perform from time to time with respect to Customer's waste materials.

6. CWM WARRANTIES CWM represents and warrants to Customer that:

a. CWM is generally engaged in the business of performing Services with respect to waste materials and has developed the requisite expertise to perform the particular Services agreed to by Customer and CWM hereunder;

b. all CWM vehicles and each Facility utilized to perform Services hereunder shall have all permits, licenses, certificates or approvals required under applicable laws and regulations for such Services; and

c. CWM will perform Services for Customer in a safe and workmanlike manner, and in compliance with all statutes, ordinances, laws, orders, rules and regulations applicable to the Services.

7. CUSTOMER WARRANTIES Customer represents and warrants to CWM that:

a. the description of and specifications pertaining to its waste materials in the Profile Sheet is and at all times will be true and correct in all material respects, and waste materials tendered to CWM will at all times, including, without limitation, at the time of recertification of the waste materials, conform to the description and specifications contained in the Profile Sheet;

b. Customer has made available all information it has regarding the waste materials and the surface and subsurface conditions in the vicinity of the premises where the Services are to be performed, and if Customer receives information that the waste materials described in a Profile Sheet present, or may present, a hazard or risk to persons or the environment not reasonably disclosed in the Profile Sheet, Customer will promptly report such information to CWM;

c. in the event Customer is not the Generator of the waste materials (as defined in 40 CFR 260.10), Customer has all necessary authority to enter into this Agreement with respect to the such waste materials;

d. Customer is under no legal restraint which prohibits the transfer of possession of such waste materials to CWM; and

e. Customer shall comply with all applicable statutes, ordinances, laws, orders, rules and regulations, and shall provide CWM a safe work environment for Services performed on any premises owned or controlled by Customer.

8. EXCUSE OF PERFORMANCE The performance of this Agreement, except for the payment of money relating to Services already performed, may be suspended by either party in the event such performance is prevented, impaired or delayed by any cause beyond the reasonable control of such party. The party whose performance is suspended shall use all reasonable efforts to resume performance promptly.

9. TRANSFER OF TITLE CWM shall take title to Customer's waste materials upon completion of loading into CWM's transportation vehicles, or, if transported by Customer, upon acceptance at the Facility.

10. CUSTOMER INDEMNIFICATION Customer agrees to indemnify and save harmless CWM and its officers, directors, employees, agents and contractors from and against any and all liabilities, losses, penalties, fines, claims, costs and expenses incidental thereto (including cost of defense, settlement, and reasonable attorneys' fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death), property damage, contamination of or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, laws, orders, rules or regulations, to the extent caused by Customer's breach of this Agreement, or by any negligent act, negligent omission or willful misconduct of customer or its employees, agents or contractors in the performance of this Agreement.

11. CWM INDEMNIFICATION CWM agrees to indemnify and save harmless Customer and its officers, directors, employees, agents and contractors from and against any and all liabilities, losses, penalties, fines, claims, costs and

expenses incidental thereto (including costs of defense, settlement, and reasonable attorneys' fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death), property damage, contamination of or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, laws, orders, rules, or regulations, (a) to the extent caused by CWM's breach of this Agreement, or by any negligent act, negligent omission or willful misconduct of CWM or its employees in the performance of this Agreement, or (b) arising out of CWM's treatment or disposal under this Agreement of Customer's conforming waste materials at a treatment or disposal facility owned and operated by CWM or its affiliates.

12. NO CONSEQUENTIAL DAMAGES IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, STATUTE, OR OTHERWISE.

13. INSURANCE CWM shall procure and maintain throughout the term of this Agreement liability insurance covering its activities under this Agreement in at least such amount(s) as are required by applicable laws and regulations. CWM shall provide a standard certificate of insurance to Customer evidencing such coverages upon request.

14. TERM Either party may terminate this Agreement upon no less than 30 days' written notice.

15. MISCELLANEOUS

a. If any portion of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the same shall not affect the legality, validity or enforceability of the Agreement as a whole or of any portion thereof not so adjudged.

b. Any notice to be given hereunder shall be in writing (including, without limitation, by facsimile transmission) and sent to the address of the other party (in the case of the Customer, its contracting address) as set forth herein or to an address subsequently designated by the other.

c. This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all previous agreements, discussions, representations and correspondence between the parties. It is understood and agreed that no agreement, guarantee, warranty or duty, express or implied, not expressed herein shall limit or qualify the terms of this Agreement.

d. This Agreement may only be amended in a writing signed by both of the parties.

e. Any waiver by either party of any provisions or conditions of this Agreement shall not be construed or deemed to be a waiver of any other provisions or conditions of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless the party sought to have waived has expressly so stated in writing.

f. This Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws provisions.

16. PARTIES BOUND The parties acknowledge that they may conduct their respective business operations through other entities which they directly, or indirectly through one or more intermediaries, control and therefore agree to cause such other entities to abide by the terms of this Agreement as if they were parties hereto to the extent necessary to carry out the purposes of this Agreement. Further, the parties shall be entitled to cause their respective obligations hereunder to be satisfied, and to cause their respective benefits hereunder to be received, by such other entities. Subject to the foregoing, neither party shall assign this Agreement without the prior written consent of the other party.

17. CONFLICT IN FORMS In the event of a conflict between the terms set forth herein and any supplemental contract documents herein contemplated, the terms set forth herein shall govern. Notwithstanding the preceding sentence, in the event of a conflict between Paragraph 3 hereof and any such supplemental contract document issued by CWM, such supplemental contract document shall govern. The preprinted terms and conditions appearing on any of Customer's purchase orders or other from order documents shall be null and void.



Chemical Waste Management, Inc.

P.O. Box 471
Kettleman City, California 93239
209/386-9711

() New

() Recertification

Dear Customer:

Enclosed is your Waste Profile Sheet(s) # CD8311 along with the Confirmation Letter(s) detailing the disposal information applicable to said waste(s).

Please review the enclosed documents carefully, and notify us immediately of any discrepancies or inaccuracies.

If the enclosed package meets with your approval, please sign and return all of the indicated documents.

- () Waste Profile (original Generator signature required unless signature authorization has been obtained and is on file with WMI).
- (✓) The Confirmation Letter(s)
- (✓) The Environmental Service Agreement(s)

After review and signature of the above documents. Please return to:

Waste Management, Inc.
35251 Old Skyline Road
P.O. Box 471
Kettleman City, CA 93239
Attn: Contract Administrator

Please be aware we need to have **all** documents signed and returned before scheduling a pick-up of your waste(s).

Sincerely,

Kettleman Hills Contract Department
Waste Management, Inc.

Enclosed as stated.



Boeing Realty Corporation
4060 Lakewood Blvd., 6th Floor
Long Beach, CA. 90808-1700
Mario Stavale, Project Manager
Direct (562) 627-3014
Fax (562) 627-3109

Fax

To: Fred Strauss/Montgomery Watson

From: Mario Stavale

Fax: 626-568-6515

Pages: 16

Phone: 626-568-6582

Date: 4-30-98

Re: Harbor Gateway Center, Torrance

CC:

☐ **Urgent** ☒ **For Review** ☒ **Please Comment** ☐ **Please Reply**

● **Comments:**

Fred,

Please review and comment on the attached.

Thank you.

Mario

If copy received incomplete or illegible
please contact Kim Nichols @ (562) 627-3075

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BOEING REALTY CORP (562)6273109

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FILE	FILE TYPE	OPTION	TEL NO.	PAGE	RESULT
041	MEMORY TX		816265686515	16/16	OK

ERRORS

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Boeing Realty Corporation
4060 Lakewood Blvd., 6th Floor
Long Beach, CA. 90808-1700
Mario Stavale, Project Manager
Direct (562) 627-3014
Fax (562) 627-3109

Fax

*Kim - Please go to
Fred Strauss
Montgomery/Watson
Chris Stoker - Integral
Ask for review &
comment on the
attached.*

To: Chris Stoker/Integrated Environmental **From:** Mario Stavale

Fax: 714-852-9011 **Pages:** 16

Phone: 714-852-9050 **Date:** 4-30-98

Re: Harbor Gateway Center, Torrance **CC:**

☐ **Urgent** ☒ **For Review** ☒ **Please Comment** ☐ **Please Reply**

● **Comments:**

Chris,

Please review and comment on the attached.

Thank you.

Mario

If copy received incomplete or illegible
please contact Kim Nichols @ (562) 627-3075

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BOE-C6-0063804

BOEING REALTY CORP (562)6273109

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035	MEMORY TX		817148529011	16/16	OK

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